

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
OCT - 9 2000
DAVID J. MALAND, CLERK
BY
DEPUTY

CIVIL ACTION No. 6:00CV442

NATHAN L. JACKSON, Individually and
on behalf of a putative class of similarly
situated individuals

v.

EAST TEXAS MEDICAL CENTER ATHENS,
EAST TEXAS MEDICAL CENTER REGIONAL
HEALTHCARE SYSTEM, EAST TEXAS
MEDICAL CENTER, EAST TEXAS MEDICAL
CENTER PITTSBURGH, EAST TEXAS MEDICAL
CENTER FAIRFIELD, EAST TEXAS MEDICAL
CENTER RUSK, EAST TEXAS MEDICAL
CENTER CROCKETT, EAST TEXAS MEDICAL
CENTER JACKSONVILLE, EAST TEXAS
MEDICAL CENTER CLARKSVILLE, EAST
TEXAS MEDICAL CENTER TRINITY,
EAST TEXAS MEDICAL CENTER CARTHAGE,
EAST TEXAS MEDICAL CENTER QUITMAN,
EAST TEXAS MEDICAL CENTER MOUNT
VERNON, AND EAST TEXAS MEDICAL
CENTER GRAND SALINE

v.

AETNA HEALTH AND LIFE INSURANCE
COMPANY; AETNA INSURANCE COMPANY
OF AMERICA, AMERICAN FAMILY LIFE
ASSURANCE COMPANY OF COLUMBUS;
AMERICAN NATIONAL INSURANCE
COMPANY; BANKERS LIFE AND CASUALTY
COMPANY; BENEFIT LIFE INSURANCE
COMPANY; CHRISTIAN FIDELITY LIFE
INSURANCE COMPANY; CIGNA
HEALTH-CARE OF TEXAS, INC.;
COMBINED UNDERWRITERS LIFE
INSURANCE COMPANY; CONNECTICUT
GENERAL LIFE INSURANCE COMPANY;
EMPLOYERS HEALTH INSURANCE
COMPANY; FIRST HEALTH LIFE &
HEALTH INSURANCE COMPANY;

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FORTIS BENEFITS INSURANCE COMPANY;	§
FORTIS INSURANCE COMPANY; GENERAL	§
AMERICAN LIFE INSURANCE COMPANY;	§
GOLDEN RULE INSURANCE COMPANY;	§
THE GUARDIAN LIFE INSURANCE COMPANY	§
OF AMERICA; HARRIS METHODIST HEALTH	§
INSURANCE COMPANY; HARRIS METHODIST	§
TEXAS HEALTH PLAN, INC.; HEALTHPLAN OF	§
TEXAS, INC., HUMANA HEALTH PLAN OF	§
TEXAS, INC.; JEFFERSON PILOT LIFE-AMERICA	§
INSURANCE COMPANY; JOHN ALDEN LIFE	§
INSURANCE COMPANY; JOHN HANCOCK	§
LIFE INSURANCE COMPANY; KAISER	§
FOUNDATION HEALTH PLAN OF TEXAS;	§
LIBERTY MUTUAL INSURANCE COMPANY;	§
MARKEL INSURANCE COMPANY;	§
METROPOLITAN LIFE INSURANCE COMPANY;	§
MUTUAL OF OMAHA INSURANCE COMPANY;	§
NATIONAL ASSOCIATION OF LETTER	§
CARRIERS HEALTH BENEFIT PLAN; NATIONAL	§
FINANCIAL INSURANCE COMPANY;	§
NEW ERA LIFE INSURANCE COMPANY;	§
NEW ERA LIFE INSURANCE COMPANY OF THE	§
MIDWEST; PCA HEALTH PLANS OF TEXAS,	§
INC. D/B/A HUMANA HEALTH PLAN OF TEXAS,	§
INC.; PHYSICIANS MUTUAL INSURANCE	§
COMPANY; PIONEER LIFE INSURANCE	§
COMPANY; PRINCIPAL LIFE INSURANCE	§
COMPANY; PROVIDENT LIFE AND ACCIDENT	§
INSURANCE COMPANY; PRUDENTIAL HEALTH	§
CARE PLAN, INC.; PRUDENTIAL HEALTHCARE	§
AND LIFE INSURANCE COMPANY OF AMERICA;	§
THE PRUDENTIAL INSURANCE COMPANY OF	§
AMERICA; RELIASTAR LIFE INSURANCE	§
COMPANY; RESERVE NATIONAL INSURANCE	§
COMPANY; SIERRA HEALTH AND LIFE	§
INSURANCE COMPANY, INC.; STANDARD	§
LIFE AND ACCIDENT INSURANCE COMPANY;	§
STATE FARM LIFE INSURANCE COMPANY;	§
UNICARE LIFE & HEALTH INSURANCE	§
COMPANY; UNITED AMERICAN INSURANCE	§
COMPANY; UNITED HEALTHCARE INSURANCE	§

COMPANY; UNIVERSAL FIDELITY LIFE §
INSURANCE COMPANY; USAA LIFE §
INSURANCE COMPANY; AND WAUSAU §
UNDERWRITERS INSURANCE COMPANY §

DEFENDANTS JOHN HANCOCK LIFE INSURANCE
COMPANY'S AND UNICARE LIFE AND HEALTH INSURANCE
COMPANY'S FIRST AMENDED ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Third-Party Defendants John Hancock Life Insurance Company and Unicare Life and Health Insurance Company (together, "Third-Party Defendants") answer Third-Party Plaintiffs' Petition originally asserting damages against them as follows:

I.

FIRST DEFENSE

Third-Party Defendants' Complaint fails to state a claim upon which relief may be granted.

II.

SECOND DEFENSE

Third-Party Defendants would show this Court that Plaintiffs and Third-Party Plaintiffs are barred from asserting claims against them by the doctrine of accord and satisfaction.

III.

THIRD DEFENSE

The claims of Plaintiff and Third-Party Plaintiff against Third-Party Defendants are precluded, in that Plaintiff and Third-Party Plaintiffs have already accepted payment in full from Third-Party Defendants.

IV.

FOURTH DEFENSE

Third-Party Defendants would show this Court that Plaintiffs' claims, if any against them are barred by the terms of Third-Party Defendants' contracts with Third-Party Plaintiffs and Plaintiff and/or any potential class members or their employers.

V.

FIFTH DEFENSE

Third-Party Defendants would show this Court that Third-Party Plaintiffs and Plaintiffs' claims are not proper for determination by this Court, given that Third-Party Defendants' agreement with Third-Party Plaintiffs and Plaintiff, other potential Plaintiffs, and/or their employers compel arbitration of disputes such as the one involved in the case at bar.

VI.

SIXTH DEFENSE

Third-Party Defendants would show this Court that Plaintiffs and Third-Party Plaintiffs' claims are barred by the doctrines of ratification, waiver and estoppel.

VIII.

SEVENTH DEFENSE

Third-Party Defendants respond to the allegations of Third-Party Plaintiffs' First Amended Complaint as follows:

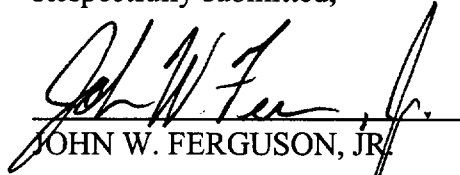
1. Third-Party Defendants are unable to admit or deny the allegations of paragraphs 1 through 25, because they pertain to other Third-Party Defendants in this lawsuit.
2. Third-Party Defendants admit the allegations of paragraph 26.

3. Third-Party Defendants are unable to admit or deny the allegations of paragraphs 27 through 49, because they pertain to other Third-Party Defendants in this lawsuit.
4. Third-Party Defendants admit the allegations of paragraph 50.
5. Third-Party Defendants are unable to admit or deny the allegations of paragraphs 51-56 because those allegations pertain to other Third-Party Defendants in this lawsuit.
6. There is no need to admit or deny the allegations of paragraph 57.
7. Third-Party Defendants admit that Plaintiff makes the allegations set forth in paragraph 58, but denies the truth of those allegations.
8. Third-Party Defendants admit the allegations of paragraph 59, but deny that any alleged thereunder were wrongful.
9. Third-Party Defendants deny that any payments made to them by Third-Party Plaintiffs were erroneously refunded. Third-Party Defendants further deny that any such refunds were improper. Third-Party Defendants further deny that Third-Party Plaintiffs are entitled to contribution and/or indemnity from Third-Party Defendants. Third-Party Defendants admit the remaining allegations of paragraph 60.
10. Third-Party Defendants admit the allegations of paragraph 61.
11. Third-Party Defendants deny that Third-Party Plaintiffs are entitled to the relief sought in paragraph 62.

Third-Party Defendants deny any and all allegations not expressly admitted herein.

WHEREFORE, PREMISES CONSIDERED, Third-Party Defendants John Hancock Life Insurance Company and Unicare Life and Health Insurance Company respectfully request that Third-Party Plaintiffs be denied relief, that they take nothing by their suit, that all taxable costs of Court be adjudicated against them, and for any other relief to which they are entitled.

Respectfully submitted,



JOHN W. FERGUSON, JR.

ATTORNEY-IN-CHARGE

State Bar Card No. 00784043

RAMEY & FLOCK

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P. O. Box 629

Tyler, Texas 75710

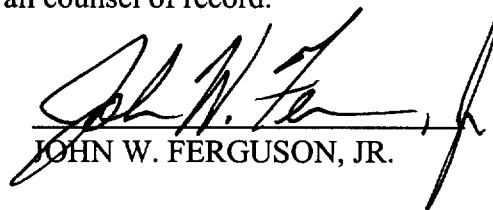
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ATTORNEY FOR THIRD-PARTY
DEFENDANTS JOHN HANCOCK LIFE
INSURANCE COMPANY and UNICARE
LIFE AND HEALTH INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that on this the 9th day of October, 2000, a true and correct copy of the foregoing instrument was placed in the United States certified mail, return receipt requested, with proper postage affixed thereon, to all counsel of record.



JOHN W. FERGUSON, JR.